UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JEREMIAH GREEN,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE COMMISSIONER RAYMOND W. KELLY, INSPECTOR DAVID BARRERE, POLICE OFFICER MICHAEL GONZALEZ, JOHN DOE ##1-5,

Defendants.

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STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

06 CV 13294 (SAS)

WHEREAS, plaintiff Jeremiah Green commenced this action by filing a complaint on or about November 17, 2006 alleging violations of certain of his federal and state rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000) in full satisfaction of all claims, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the City of New York and all individually named defendants, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release and an Affidavit of No Liens based on the terms of paragraph 2 above.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
June 29, 2007

STOLL, GLICKMAN & BELLINA, LLP
Nicole M. Bellina, Esq.
Attorney for Plaintiff
71 Nevins Street
Brooklyn, New York 11217

By: [signature]
NICOLE M. BELLINA, ESQ (NB 7157)

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-221
New York, New York 10007
(212) 442-8600

By: [signature]
SABRINA TANN (ST 2552)
Assistant Corporation Counsel

SO ORDERED:

United States District Judge